

000017116

DECLARATION OF COVENANTS

INSPECTION/MAINTENANCE OF DRAINAGE SYSTEM

JR008
JR060
JR067
JR012
JR044
JR049
JR050

THIS DECLARATION, made this 7 day of SEPTEMBER, 192000
between BUSCH PROPERTIES, INC
and all successors in interest, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the
following property: KINGSMILL RESORT OPERATIONS BUILDING
Deed Book _____, Page No. _____ or Instrument No. TAX MAP/PARCEL NOS.
and James City County, Virginia, hereinafter referred to as the "COUNTY." 42-2/(50-4)
PARCEL ID: 5046100001

WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the drainage system including any runoff control facilities, conveyance systems and associated easements, hereinafter referred to as the "SYSTEM," located on and serving the above-described property to ensure that the SYSTEM is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations. The SYSTEM shall not include any elements located within any Virginia Department of Transportation rights-of-way.

2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the SYSTEM to ensure that the SYSTEM is properly maintained.

3. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-ways to the SYSTEM for the COUNTY, its agent and its contractor.

4. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the SYSTEM for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM.

5. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the SYSTEM in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all property served by the SYSTEM for the cost of the work and any applicable penalties.

6. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the SYSTEM.

7. The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the SYSTEM. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

8. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the SYSTEM.

9. This COVENANT shall be recorded in the County Land Records.

SEP 11 2000 0134

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of this 7 day of SEPTEMBER, 192000

COVENANTOR(S)

Jesse C. Young
JESSE YOUNG

Print Name/Title DIRECTOR OF COMMUNITY AFFAIRS
AND PROJECT DEVELOPMENT

ATTEST:

COVENANTOR(S)

Print Name/Title

ATTEST:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF James City

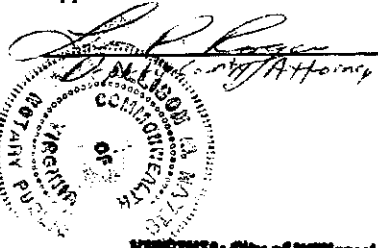
I hereby certify that on this 7 day of September, 192000 before the subscribed, a Notary Public of the State of Virginia, and for the City/County of James City, aforesaid personally appeared Jesse C. Young and did acknowledge the foregoing instrument to be their Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7 day of September, 192000.

Allison Matthews
Notary Public

My Commission expires: April 30, 2002

Approved as to form:



VIRGINIA: City of Williamsburg and County of James City, to-wit:

This Declaration of Covenants was presented with certificate annexed and admitted to record on September 11, 2000 at 1:23 AM/PM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

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Revised 2/97

by Deisy E. Woolridge, CLERK
Deputy Clerk

This Declaration of Covenants prepared by:

JESSE C. YOUNG
(Print Name)

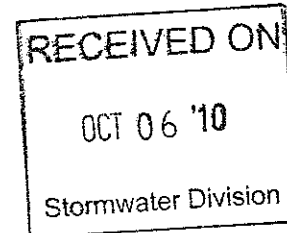
DIRECTOR OF COMMUNITY AFFAIRS
AND (Title) PROJECT DEVELOPMENT
1010 KINGSMILL RD.
(Address)

WILLIAMSBURG, VA. 23185
(City) (State) (Zip)

SEP 11 2000 135



BEAUTIFUL PLACES ON EARTH®



August 16, 2010

James City County
Stormwater Division
287 McLaws Circle, Suite 1
Williamsburg, VA 23188

Re: Kingsmill Drainage System Declarations

To Whom it May Concern:

On July 31, 2010, Busch Properties, Inc. ("Busch") sold the Kingsmill Resort & Spa located in Williamsburg, VA (the "Resort") to Xanterra Kingsmill, LLC, a Delaware limited liability company ("Xanterra"). On September 7, 2000 and November 27, 2000, Busch executed and recorded in the James City County real property records two documents entitled "Declaration of Covenants, Inspection/Maintenance of Drainage System," copies of which are enclosed herewith (the "Declarations").

As a successor to Busch in the ownership of the Resort, Xanterra hereby provides notice to the County of the legal transfer of the Resort by Busch to Xanterra pursuant to Section 7 of both Declarations. Also pursuant to Section 7 of the Declarations, please find enclosed herewith a copy of that warranty deed recorded in James City County evidencing the legal transfer of the Resort.

To the extent you have any questions or need any additional information regarding the transfer of the Resort, please feel free to contact me directly at (303) 600-3422.

Sincerely,

A handwritten signature in black ink, appearing to read "Shane Harvey", written over a horizontal line.

Shane Harvey, Director of Business Development & Legal Affairs

w/Enclosures